

THIRD TOLLING AGREEMENT BETWEEN THE UNITED STATES,  
ON BEHALF OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,  
AND S.H. BELL COMPANY RELATING TO THE  
EAST LIVERPOOL, OHIO FACILITY

The United States, on behalf of the United States Environmental Protection Agency and S.H. Bell Company ("S.H. Bell")(collectively "the Parties") enter into this Third Tolling Agreement to facilitate settlement negotiations between the Parties with respect to potential violations at S.H. Bell's facility in East Liverpool, Ohio under the Clean Air Act and potential claims arising therefrom (the "Tolled Claims"), without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Subject to the provisions of Paragraphs 5 and 6, the period commencing on November 16, 2005 and ending on March 16, 2007, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. S.H. Bell shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Third Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Third Tolling Agreement. Nor does this Third Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Third Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Third Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by certified mail, in which case the Tolling Period shall terminate on the 28th day after the date of such notice, regardless of any prior termination date set forth in Paragraph 1, above. Nothing herein shall

preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Third Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against S.H. Bell or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. S.H. Bell shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolerated Claims, regardless of any corporate or document retention policy to the contrary.

10. This Third Tolling Agreement is effective upon execution by the Parties, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Third Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Third Tolling Agreement that is not set forth in this Third Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Third Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Third Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon S.H. Bell and its successors.

[Signatures appear on the following pages]

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Third Tolling Agreement by its duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2006.

By: \_\_\_\_\_  
William D. Brighton  
Assistant Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
United States Department of Justice

S.H. Bell consents to the terms and conditions of this Third Tolling Agreement by its duly authorized representative on this \_\_\_\_ day of \_\_\_\_\_, 2005.

By: \_\_\_\_\_